

5. Section 5.5: This section must be deleted as it does not appear to be applicable to this transaction. Also, the Seller should approve Buyer's source(s) of funds before executing the Agreement.
6. Sections 4.7 and 5.7: The exhibits to the Bill of Sale should be agreed upon when the Agreement is executed, and be subject to revision based on changes that occur after the execution of the Agreement.
7. Section 7(b): Buyer needs a copy of the Shared Access License Agreement and the parking requirements imposed by the General Motors lease of the adjacent property known as Building 237 before determining if they are applicable to this transaction.
8. Section 8 and 14.7: Buyer must have the right of specific performance. If Buyer terminates the Agreement due to default by Seller, in addition to the Deposit being returned to Buyer, Seller shall be responsible for all escrow cancellation and title company charges, in addition to any other damages or remedies due the Buyer. Except as provided in the penultimate sentence of Paragraph 8.2, liquidated damages should in all circumstances be Seller's sole and exclusive remedy if the closing does not occur due to Buyer's breach of the Agreement.
9. Section 12.3: Documentary transfer taxes shall be paid by Seller instead of being Buyer's responsibility.

In addition, the following environmental conditions described in Article 9 must be addressed by Seller:

- a. Boeing's Environmental Indemnity obligations regarding the periods that they are to remain in place as described in Article 9 of the Agreement, shall not be commenced until such time that all remediation plans for the property have been approved by the authorized governmental agency and the remediation systems are determined to be functioning properly by an independent environmental consultant.
- b. Any part of the property twenty (20) feet beyond the edge of the contamination plume (as described in reports by Seller's consultants) will not be encumbered with the restrictions that are proposed in the remediation plan for the site.
- c. Buyer understands the requirement to maintain positive pressure in the buildings on a twenty four (24) hour basis. However, this obligation shall be eliminated at such time it is determined that the indoor air quality meets environmental safety standards.
- d. Boeing's consent to any excavation below twelve (12) feet must be reasonably exercised, not in Boeing's sole and absolute discretion.